

## **REMARKS**

Claims 2-9, 11-14 and 17-20 are now pending in this application. Claims 2, 3, 8, 12, 14 and 20 are independent. Claims 2, 3, 5, 6, 8, 9, 11, and 12-14 have been amended, claims 1, 15 and 16 have been canceled, and claims 17-20 have been added by this Amendment.

No new matter is involved with any claim amendment or new claim, as support may be found throughout the originally-filed disclosure, including previously-considered claims.

### **Indefiniteness Rejection**

Withdrawal of the rejection of claims 1-9 and 11-16 under 35 U.S.C. §112, second paragraph, as allegedly being indefinite, is requested. Claims 1 and 15-16 have been canceled, thus rendering their rejection moot. Claims 2, 3, 5-9, and 11-14 have been amended in a manner that is believed to overcome the stated bases for rejection. Consideration and allowance of claims 2-9 and 11-14 are respectfully requested.

### **Unpatentability Rejection over Fougnyes et al. in View of Segal et al.**

Withdrawal of the rejection of claims 1, 3-9 and 11-16 under 35 U.S.C. §103(a) as allegedly being unpatentable over Fougnyes et al. (US 5,854,975 ) ("Fougnyes") in view of Segal et al (US 6,167,251) ("Segal") is requested.

Claims 1 and 15-16 have been canceled, thus rendering their rejection moot. With respect to both previously-presented and currently-amended claims 3-9 and 11-14, the Examiner's *prima facie* case of unpatentability is submitted as being deficient.

### ***Specific Deficiencies of Fougnyes and Segal With Respect to the Claims***

#### **Independent Claim 3**

Neither Fougnyes nor Segal, alone or in combination, disclose, teach, or suggest a method for calculating a subscriber's account balance in a telecommunications system where at least two different types of vouchers having the same type of a credit value can be used for making deposits in the account, which vouchers may be bought, the types of the vouchers differing from

each other at least so that a certain amount of a calling time has different prices in different types of the vouchers, wherein the method includes, *inter alia*, "defining at least two different ways of updating the account balance for the same type of a credit value, wherein the first way to update comprises calculating the account balance by adding a value of a new voucher to the credit in the account, and the second way to update comprises determining a factor, other than one, multiplying the credit in the account with the factor, adding the result of said multiplication to the credit value of the new voucher, and setting the account balance to be the result of said addition...determining the type of the new voucher; determining the type of the last used voucher of the subscriber; comparing the type of the new voucher with the type of the last used voucher of the subscriber; and if said vouchers are of the same type, using the first way to update the account balance; and; if said vouchers are of a different type of vouchers having the same type of a credit value, using the second way to update the account balance," as recited in claim 3, as presently amended into independent form (*emphasis added*).

#### **Independent Claim 8**

Furthermore, neither Fougnyes nor Segal, alone or in combination, disclose, teach, or suggest an arrangement for updating a subscriber's account balance in a telecommunications system in which the subscriber can pre-pay for the subscriber's calls by making deposits in the subscriber's account *using at least two different types of vouchers having the same type of a credit value, wherein said vouchers may be bought, the types of the vouchers differing from each other at least so that a certain amount of a calling time has different prices in different types of the vouchers*, wherein the arrangement is configured to, *inter alia*, "determine, in response to the subscriber making a deposit, a type of a last used voucher of the subscriber and the type of a new voucher which the subscriber is going to use to update the subscriber's account balance; compare the type of the last used voucher with the type of the new voucher; update the account balance in a first way if the last used voucher and the new voucher are the same type, wherein the first way comprises calculating the account balance by adding a credit value of a new voucher to the credit in the account; detect a change of voucher if the last used voucher and the new voucher are of different type of vouchers having the same type of credit value; and in response to said detection, update the account balance in a second way different from the first way, wherein the second way comprises calculating the account balance by

*setting the account balance to be the credit value of the new voucher"*, as recited in independent claim 8, as amended (*emphasis added*).

#### **Independent Claim 12**

Still further, neither Fougnyes nor Segal, alone or in combination, disclose, teach, or suggest a network element for a telecommunications system where a subscriber of the system can pre-pay for the subscriber's calls *by making deposits in the subscriber's account using at least two different types of vouchers having the same type of a credit value*, which vouchers may be bought, *the types of the vouchers differing from each other at least so that a certain amount of a calling time has different prices in different types of the vouchers*, wherein the network element includes, *inter alia*, "...a first mechanism configured to determine the type of a voucher last used by the subscriber; a second mechanism configured to determine the type of the new voucher which the subscriber is going to use to update the subscriber's account balance; and a third mechanism configured to...compare the type of the voucher last used by the subscriber with the type of the new voucher, calculate the account balance by adding a credit value of a new voucher to the credit in the account if said vouchers are of the same type, and calculate the account balance by setting the account balance to be the credit value of the new voucher if said vouchers are of a different type of vouchers having the same type of a credit value," as recited in independent claim 12, as amended (*emphasis added*).

#### **Independent Claim 14**

Finally, neither Fougnyes nor Segal, alone or in combination, disclose, teach, or suggest a network element for a telecommunications system where a subscriber of the system can pre-pay for subscriber's calls by making deposits in the subscriber's account *using at least two different types of vouchers having the same type of a credit value*, which vouchers may be bought, the types of the vouchers differing from each other at least so that a certain amount of a calling time has different prices in different types of the vouchers, wherein the network element includes, *inter alia*, "...a first mechanism configured to determine the type of the voucher last used by the subscriber; a second mechanism configured to determine the type of a new voucher which the subscriber is going to use to update the subscriber's account balance; and a third mechanism configured to...compare the type of the voucher last used by the subscriber with

*the type of the new voucher calculate the account balance by adding a credit value of a new voucher to the credit in the account if said vouchers are of the same type; and calculate the account balance by determining a factor, other than one, by multiplying the subscriber's current account balance with said factor, by adding the result of said multiplication to the credit value of the second voucher, and by setting the account balance to be the result of said addition if said vouchers are of a different type of vouchers having the same type of a credit value,"* as recited in claim 14, as presently amended into independent form (*emphasis added*).

### ***Background Discussion***

By way of background, various embodiments and aspects of Applicants' disclosed and claimed invention are directed to a method, arrangement, and network element that make the change of subscription type easy for telecommunications system subscribers using prepaid subscriptions. Information indicating the types of a last-used voucher type and a new voucher type is maintained and used to detect a change of subscription type, and to select the proper way to update the credit to the subscriber's account.

Fougny fails to teach two different ways of updating the credit, the ways differing such that if the same value is used, a first way to update will give a first amount of updated credit, and a second way to update will give a second amount of updated credit, wherein the second amount is different than the first amount. Thus, Fougny fails to teach Applicants' claimed different ways of updating. Further, the credit balance of Fougny is incapable of indicating the type of a voucher among voucher types having the same type of values (and thereby providing the same type of balance credits). Thus Fougny also fails to disclose Applicants' variously claimed maintenance of information, separate from credit information, that indicates the type of a last used voucher of the subscriber.

The Examiner admits that Fougny fails to teach the voucher types have the same type of value, and asserts that Segal makes up for this admitted deficiency by teaching prepaid different airtime cartridges which can differ based on time allotted. The Examiner goes on to assert that it would have been obvious to person of ordinary skill in the art to modify the voucher types of Fougny (airtime and monthly) to include that vouchers are, instead, of the same currency and

updated differently based on price per amount of time because it also provides for updating a balance based on the plurality of available types of pre-paid phone cards available.

Notwithstanding whether or not this characterization of Segal is correct, Applicants submit that the combination of Fougny and Segal would teach a person of ordinary skill in the art that different types of vouchers having the same type of a credit value can be bought, but only that the type of voucher with which an account is updated is taken into account when the account balance is updated. Thus, the suggested combination of Fougny with Segal at least fails to disclose various features of the independent claims as discussed in detail above and which can be seen to generally relate to having different first and second updating methods, determining a type of last voucher used, and comparing the type of the new voucher and the last used voucher when updating the account balance.

Accordingly, since the applied art does not teach or suggest all the claimed limitations, reconsideration and allowance of independent claims 3, 8, 12, and 14 are respectfully requested. In addition, dependent claims 4-6, 9-11, and 13 variously and ultimately depend from allowable independent claims 3, 8, and 12, and are submitted as being allowable at least on that basis, without further recourse to the patentable features recited therein.

### **Allowable Subject Matter**

Applicants note with appreciation the indication that dependent claim 2 is drawn to allowable subject matter and would be allowed if rewritten in independent form. In reliance upon the indication of allowable subject matter, claim 2 has been amended into independent form. Dependent claim 7 has been amended to now depend from allowable claim 2. Allowance of claims 2 and 7 is respectfully requested.

Applicants also point out that the subject matter of dependent claim 3 is similar in many respects to that of allowable claim 2. Accordingly, dependent claim 3 has also been amended into independent form. Dependent claims 4-6 now depend from allowable claim 3. Reconsideration and allowance of independent claim 3 and dependent claims 4-6 are also requested.

### **New Claims**

New dependent claims 17-19, variously and ultimately depending from allowable independent claims 12 and 14, have been drafted to avoid the applied art, and to further define that which Applicants are entitled to claim. Consideration and allowance of newly-presented claims 17-19 are respectfully requested.

New independent claim 20 has also been drafted to avoid the applied art by generally combining the allowable subject matter of dependent claim 3 with independent claim 8. Consideration and allowance of claim 20 are respectfully requested.

### **Conclusion**

All rejections having been addressed, Applicant submits that each of pending claims 2-9, 11-14 and 17-20 in the present application is in immediate condition for allowance. An early indication of the same would be appreciated.

In the event the Examiner believes that an interview would be helpful in resolving any outstanding issues in this case, the Undersigned Attorney is available at the telephone number indicated below.

For any fees that are due, including fees for excess claims and extensions of time, please charge Deposit Account Number 03-3975 from which the Undersigned Attorney is authorized to draw. The Commissioner for Patents is also authorized to credit any over payments to the above-referenced Deposit Account.

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Respectfully submitted,

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Attachment: Petition for 3-Month Extension of Time